

**STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 04-0007**

If you download this RFQQ from the Department of Fish and Wildlife website located at <http://wdfw.wa.gov/contracts/rfqq04-0007.htm> you are responsible for sending your name, address, e-mail address, and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/agency answers.

PROJECT TITLE: Oiled Wildlife Rescue/Response/Rehabilitation

PROPOSAL DUE DATE:

Monday, May 2, 2005, at 4:30 p.m. local time in Olympia, Washington.

EXPECTED TIME PERIOD FOR CONTRACT:

June 1, 2005 through June 30, 2009. Washington Department of Fish and Wildlife reserves the right at its discretion, to extend the contract for up to two additional one-year periods.

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Consultants
3. Proposal Contents
Management Proposal, Attachment 1
4. Evaluation and Award
5. Exhibits
 - A. Certifications and Assurances
 - B. Personal Service Contract with General Terms and Conditions

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1. INTRODUCTION

1.1 Purpose and Background:

The Washington State Department of Fish and Wildlife hereafter referred to as "WDFW" or "agency" is initiating this Request for Qualifications and Quotations (RFQQ) to identify and select a consultant that will develop and implement an ***Oiled Wildlife Rescue/Response/Rehabilitation*** training program for selected individuals and groups throughout the state. The successful consultant will be contracted to develop and provide "pre-spill" basic, advanced, and annual refresher training, in ***Oiled Wildlife Rescue/Response/Rehabilitation*** during oil spills.

When oil spills occur, the Incident Command System (ICS) is used as the organizational structure to coordinate the response. The ultimate decision-making body within the ICS is the Unified Command (UC). Response actions concerning the protection, identification, rescue, processing and rehabilitation of oiled or threatened wildlife are managed by the Wildlife Branch Director. Upon approval by the UC, the Wildlife Branch Director utilizes personnel from organizations that have specific expertise and experience in oiled wildlife rescue response to fill key positions in the Wildlife Branch. The filling of key positions is normally sufficient to meet the overall staffing needs in a small spill. However in larger spills the demand for additional trained personnel can increase from a few dozen to hundreds or even thousands. At the same time, the history of oil spills has demonstrated that as the impact to wildlife increases, the public's interest/expectation to assist through participation will also increase. Training interested citizens in ***Oiled Wildlife Rescue/Response/Rehabilitation*** during an oil spill provides a mechanism for citizen involvement in these activities should such assistance be necessary and appropriate, given the circumstances of the particular spill incident.

The agency has determined the need to provide "pre-spill" training for individuals as a means of accommodating the timely expansion of personnel resource needs during the first few hours or days of a spill. The agency also recognizes that, as the magnitude of oiled wildlife increases during a spill, additional training of personnel will be necessary to meet operational demands. This RFQQ addresses both needs.

1.2 Objectives:

The objectives of the contract are to:

- Provide "pre-spill" training and certification in ***Oiled Wildlife Rescue /Response/Rehabilitation*** for individuals and groups at the basic and advanced levels.
- Provide annual refresher training to certified individuals.
- Ensure that training meets the Washington Industrial Safety and Health Act (WISHA) guidelines for "post-emergency spill response personnel."
- Ensure that training is provided in accordance with the United States Fish and Wildlife Service (USFWS) Policy (November, 2003) requiring implementation of "Best Practices for Migratory Bird Care During Oil Spill Response"
- Develop and maintain a listing of personnel that can provide a "first response" capability for wildlife that are injured as a result of oil spills in Washington State.
- To provide training during oil spills when additional personnel are needed.

Target Audience: Training will focus on the following target groups:

- Rehabilitation organizations that are permitted to rehabilitate wildlife in the state of Washington, their employees and volunteers.
- Veterinarians that are licensed to practice veterinary medicine in the state of Washington, their employees and volunteers.
- Staff and volunteers that are a part of a sponsoring community-based organization.
- Petroleum industry personnel.
- Oil spill response personnel.
- Federal, State and local governments, and tribes as may be determined by the WDFW.
- The general public as may be determined necessary by the agency during oil spills.

Training Logistics:

The Contractor shall be responsible for the following:

- Development of curriculums, training materials for each of the classes specified herein, including slides, overheads, Power Point type presentations, handouts and participant evaluations, all of which will become the sole property of the WDFW.
- Provide audio/visual equipment necessary to conduct training.
- Provide live and dead animals necessary to conduct training. Note: All wash/rinse training will be provided using live animals.
- Coordinate with the WDFW to identify potential (additional) target audience participants in order to maintain a cadre of trained volunteers that can respond to oil spills throughout the State.
- Coordinate with the Agency's contract manager to identify and determine annual training needs.
- Schedule training sessions, register participants, and provide participants with certification of successful completion of training.
- Maintain a database of all trained personnel and provide it to WDFW and/or its designee(s).
- Ensure that qualified instructors are available, upon request by the WDFW to provide training for volunteers during oil spills, notwithstanding any other agreements the contractor may have to provide other oil spill response related tasks.

Basic Training (8 hours):

Classroom training that provides an overview of the components of oiled wildlife rehabilitation including, but not limited to:

- An understanding of the Incident Command System (ICS)
- History of Wildlife Response during oil spills
- Effects of oil on wildlife
- Basic seabird anatomy and natural history
- Search and collection
- Stabilization
- Rehabilitation
- Release
- *HAZWOPER

* HAZWOPER to meet WISHA Regional Directive dated December 30, 1996, "Inspection Guidelines for Post-Emergency Oil Spill Response Operations" under WAC 296-62-300.

Advanced Training (16 hours):

Classroom and hands-on training that includes, but is not limited to:

- Effects of oil on wildlife
- Triage
- Euthanasia
- Avian anatomy, form and function
- Necropsy
- Search and collection planning and techniques
- Stress and captivity
- Intake, physical exam and stabilization
- Blood-work
- Fluids, nutrition and tube feeding
- Wash/rinse, water-proofing
- Release criteria, post-release studies
- ICS volunteer management

Note: Basic Training shall be a pre-requisite to Advanced Training.

Advanced Search and Collection (8 hours):

Classroom and field training that includes, but is not limited to:

- S&C planning including shoreline site/response area lay-out, accessibility
- Safety issues relating to different types of beaches, sectors, shoreline characteristics
- Natural collection areas
- Characteristics/behavior of oiled birds
- Herding & proactive capture techniques and handling
- Use of pillowcases/boxes
- Review of compatible species
- On-site bird exam and beach stabilization
- Documentation/paperwork and general reporting function of S&C
- PPE
- Insurance coverage
- Logistical concerns, i.e. vehicles, supplies, safety gear, communications
- Vessel and helicopter operations

Note: Basic and Advanced Training shall be a pre-requisite to Advanced Search and Collection.

Refresher Training:

The agency and the training provider will determine the requirements for annual refresher training based on the type and level of training that participants have previously received and will also take into consideration the potential role(s) that a participant may be assigned during a spill.

Anticipated Training Needs During the Period of this Contract:

The WDFW anticipates the following training needs during calendar year 2005.

- One basic (8hr) and one advanced (16hr) training session in the San Juan Islands.
- One basic (8hr) and one advanced (16hr) training session in the Seattle area.
- One advanced (8hr) training in search and collection in the San Juan Islands.

The WDFW anticipates that additional "Basic" and "Advanced" training sessions will be scheduled during the period of this contract. Additional training sessions will be scheduled based on the following:

- Annual refresher and/or advanced training for personnel already trained.
- Identification of additional "Target Audience" participants by either the contractor or the WDFW.

- A determination by the WDFW that additional trained volunteers are needed to build and/or maintain an adequate cadre of Oiled Wildlife Responders.
- Availability of funding.

Class Size and Logistics:

Class size shall be a minimum of 15 and a maximum of 30 participants unless otherwise authorized by the WDFW. Given that specific geographic areas have not been identified, the Contractor shall be responsible for recommending to the Agency, suitable classroom space (and associated costs) in the designated area(s) as they are determined.

Consultant Partnerships:

The agency recognizes that there are oiled bird rescue, response, and rehabilitation resources both within and outside of Washington. The agency encourages "inclusive" partnerships that better assure that these resources are accessible in the design and implementation of this training. The agency also recognizes that no single applicant will necessarily have all of the human resources needed to address the training needs related to an incident. Large numbers of volunteers needing training across a significant geographic area easily could overwhelm a single training provider.

A strong emphasis will be placed on selecting a training provider that can demonstrate their ability to address the scope of human resources that may be required, by establishing partnerships with other potential training providers or by other means.

1.3 MINIMUM QUALIFICATIONS:

Minimum Qualifications for the Consultant:

- Must be licensed to do business in the state of Washington.
- Must have a working knowledge of United States Fish and Wildlife Policy (November, 2003) requiring implementation of "Best Practices for Migratory Bird Care During Oil Spill Response".
- Must have a working knowledge of Washington Administrative Code, WAC 232-12-275, Wildlife Rehabilitation Permits.

Minimum Qualifications for Primary Instructors:

- Must have been employed during five (5) oil spill events for the purpose of searching for and collecting and/or rehabilitating oiled wildlife, which must include marine birds. Employment must have been as part of an Incident Command System, at the level of supervisor, team leader or above, and for a period of not less than 48 contiguous hours for each event claimed. Additional points will be given for up to ten (10) additional qualifying events.
- Must have been employed as the primary instructor in both classroom and field training for adults in at least five (5) training events. To qualify as an event, the instructor must have provided a minimum of four (4) hours instruction per event. Additional points will be given for up to ten (10) additional qualifying events. component.
- 24-hour level HAZWOPER certification (including annual refresher training if applicable), which must be current prior to contract signing. Additional points will be given for 40-hour certification (current prior to contract signing).

Minimum Qualifications for Assistant Instructors:

- Eight (8) hour level HAXWOPER certification for "post-emergency personnel." **Note:** *Assistant Instructors are personnel that may not have the level of experience and/or expertise as **Primary Instructors**, but do possess experience and/or expertise in specific subject areas. Assistant Instructors may provide training, or be assigned other duties under the supervision of a "Primary Instructor".*

Minimum Qualifications for HAZWOPER Instructors:

- Must have a current HAZWOPER certification at or above the 40-hour level prior to contract signing.
- Must have been employed during at least five (5) oil spill events at the level of supervisor, team leader, or above as part of an Incident Command System (ICS) In order to qualify, the individual must have been employed at or above the level specified for at least 48 hours. Additional points will be given for up to ten (10) additional qualifying events.
- Must have served as an instructor in at least 1 (HAZWOPER) training event. To qualify, the individual must have been the principal Instructor for at least four (4) hours of the eight (8) hours required for "post-emergency response personnel," or above.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to begin on or about June 1, 2005 and to end on June 30, 2009. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGENCY. The Agency reserves the right at its discretion, to extend the contract for up to two additional one-year periods.

1.5 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Agency – The Department of Fish and Wildlife is the agency of the state of Washington that is issuing this RFQQ.

Consultant – Individual or company submitting a proposal in order to attain a contract with the AGENCY.

Contractor – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which a service or need is identified. The purpose of an RFQQ is to permit the consultant community to provide qualifications and quotations to the Agency to meet the service or need.

1.6 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Dianna Neiswanger
Address	600 Capitol Way N. (Mailing Address)
City, State, Zip Code	Olympia, WA 98501-1091
Phone Number	(360) 902-2438
Fax Number	(360) 902-2941
E-Mail Address	neiswdln@dfw.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Place Legal Notice in Paper	March 29, 2005
Issue Request for Proposals	April 5, 2005
All questions regarding RFQQ due	April 12, 2005
Issue addendum to RFQQ (if applicable)	April 14, 2005
Proposals due	May 2, 2005
Evaluate proposals	May 4 and/or 5, 2005
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	May 10, 2005
Negotiate contract	May 11/12, 2005
File contract with OFM	May 11/12, 2005
Begin contract work	<u>June 1, 2005</u>

The AGENCY reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Proposals must be submitted in hard copy. Proposals may not be transmitted via facsimile.

When submitting the proposal in hard copy, the following information is applicable. Consultants are required to submit six (6) copies of their proposal. One (1) copy must have original signatures and five (5) copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must be received by the AGENCY no later than 4:30 p.m. local time in Olympia, Washington, on May 2, 2005. The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator, who is the agency's sole point of contact for this procurement.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Consultants hand delivering proposals should allow time for traffic congestion. Consultants assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ, is signed by the Director of the AGENCY and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a Consultant's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.5 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided via e-mail or in hardcopy to all who were sent the RFQQ. Also, any published questions and answers as well as any other pertinent information considered an addendum to the RFQQ will also be placed on the WDFW web site: http://wdfw.wa.gov/contracts/rfqg_04-0007.htm.

If you downloaded this RFQQ from the WDFW website located at http://wdfw.wa.gov/contracts/rfqg_04-0007.htm, you are responsible for sending your name, address, e-mail address and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments and/or bidder questions/agency answers.

The AGENCY also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE are 10 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Consultant for clarification of its proposal during the evaluation process. In addition, if the Consultant is selected as the apparent successful contractor, the AGENCY reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or all of the Consultant's proposal. The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. It is also understood that the proposal will become part of the official procurement file.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

2.12 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the state of Washington or the AGENCY to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.14 COMMITMENT OF FUNDS

The Director of the AGENCY or his delegate are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.16 INSURANCE COVERAGE

The Contractor is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

Liability Insurance

- 1) **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, [agency name], its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, [agency name], shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the

following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

3. **Identification.** Policy must reference the State's contract number and the agency name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by [Agency Name] Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The three major sections of the proposal are to be submitted in the order noted below:

1. Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ).
2. Management Proposal
Management Proposal, Attachment 1
3. Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the

managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Consultant would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2 MANAGEMENT PROPOSAL

A. Project Management (SCORED/MANDATORY)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. **Management Proposal Attachment 1, includes “Worksheets” that must be completed for Primary and HAZWOPER Instructors.** The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

B. Development of Partnerships (SCORED/MANDATORY)

Describe in detail the extent to which partnerships with other entities will be utilized in the development and implementation of deliverables as described in this RFQQ. List any provider organizations and their personnel, or individual personnel that you are intending to list as confirmed, or potential resources in carrying out the requirements of a contract with the agency as specified in the RFQQ. The Department will not require proof of formal agreements with other organizations as part of the applicant's RFQQ response. However, "letters of intent" will be required. The successful applicant will be required to have formal agreements in place as a contract requirement. Consultants that submit responses to this RFQQ may also enter into agreements with other consultants that similarly have submitted responses to this RFQQ.

C. Related Information (MANDATORY)

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

E. OMWBE Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. However, Consultants are encouraged to submit proposals that are consistent with State government efforts to conserve State resources.

A. Identification of Costs (SCORED)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, staff training costs, equipment costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

ALL MINIMUM REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the AGENCY, which will determine the ranking of the proposals.

AGENCY, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.3 EVALUATION WEIGHTING

The following weighting will be assigned to the proposal for evaluation purposes:

Management Proposal	70%
<u>Cost Proposal</u>	<u>30%</u>
TOTAL	100%

4.4 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

4.5 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference, if one was held. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFQQ EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

 Signature of Proposer

 Title

 Date

EXHIBIT B

WDFW Contract No. ##-####

PERSONAL SERVICES CONTRACT

This Contract is made and entered into by and between the Washington Department of Fish and Wildlife, (give detailed address), and hereinafter referred to as the WDFW, and , (give detailed address) hereinafter referred to as the Contractor, for the express purposes set forth in the following provisions of this Contract.

<i>Contractor Federal Employer Identification Number.</i>	<i>Contractor Unified Business Identifier (UBI) Number.</i>
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In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

SPECIAL TERMS AND CONDITIONS

1. **Scope of Work:**

- a. The Contractor will provide the following:

[**Note:** Identify all products, tasks, work elements, objectives, and timetables by which major parts of the work are to be completed, etc. Reference Attachment B if attaching a separate Scope of Work or Contractor's proposal; see C.]

- b. The Contractor shall produce the following _____ (written reports or other written documents - "deliverables") by the dates indicated:

All deliverables required under this Contract must be delivered to the Project Coordinator. All oral reports required under this Contract must be presented at the location requested by the WDFW.

- c. Attachment B contains the Scope of Work [**Note:** or Contractor's proposal dated].

The Contractor shall complete all specified Contract work including submission of reports, and/or other required documentation within the time periods set forth in the Contract.

2. **Conduct of Work:** The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract.

3. **Period of Performance:**

- a. **Commencement Date:** Subject to its other provisions, the period of performance under this Contract shall commence on _____.

[**OPTIONAL**] (a). Effective Date. Under the provisions of chapter 39.29 RCW and/or chapter 433, Laws of 1993, this personal services contract/amendment is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work thereunder may be commenced nor payment made therefore until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

b. Completion Date: This contract shall terminate on _____ or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

4. Rights and Obligations: Attachment A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the WDFW and the Contractor, and specific obligations of both parties. All rights and obligations of the parties to this Contract shall also be subject to and governed by Attachment(s) [Note: include other attachments] _____, each incorporated by reference herein.

5. Compensation and Payment:

a. Amount of Compensation. Total compensation including expenses payable to Contractor for satisfactory performance of the work under this Contract shall not exceed (\$_____). Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms.

[Note: List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]

b. Time of Payment. Payment for work performed shall be made in accordance with the following.

[Note: Payment can be based upon satisfactory acceptance of each deliverable, monthly progress payments based on work performed,

payment after completion of each major part of the contract, payment at conclusion of the contract, etc.]

Payment shall be considered timely if made by the WDFW within 30 days after receipt of properly completed invoice vouchers. Payment shall be sent to the address designated by the Contractor. The WDFW may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

c. Method of Payment. Compensation for services rendered shall be payable upon submittal of properly completed invoice vouchers. The Contractor shall submit invoices monthly [Note: use other time periods if appropriate] together with a detailed statement of the contract services performed for which the Contractor is seeking compensation.

Requests for payment under this Contract shall be submitted by the Contractor on invoice vouchers prepared in the manner prescribed by the WDFW. These vouchers shall include such information as is necessary for the WDFW to determine the exact nature of all expenditures and shall identify all personnel for whom compensation is sought, the amount of hours each individual worked, and the rate of compensation for each. The rate of compensation for each of the Contractor's personnel shall not exceed the amount herein agreed to. Each voucher will clearly indicate that it is for the services rendered in performance under this Contract. Requests for payment shall be submitted to the WDFW Project Coordinator.

d. Expenses. Contractor shall receive reimbursement for travel and other expenses as authorized in advance by the WDFW as reimbursable. The maximum amount to be paid to the Contractor for such expenses shall not exceed \$_____, which amount is included in the contract total in Paragraph 5(a), "Compensation." Such expenses are limited to: air fare (economy or coach class only), lodging and subsistence necessary during periods of required travel, and expenses incurred during travel for telephone, copying and postage. Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. Receipts must be attached for any expenditure in the amount of \$25.00 or more.

[Note: Expenses are optional. Delete item "d" above if expenses are not allowable. If allowable, include only expenses which are appropriate for the Contract.]

[OPTIONAL ALTERNATIVE] (d). Expenses. No additional costs or expenses are allowable. All costs and expenses associated with the Contractor fulfilling the terms and conditions of the contract are included in the amount of payment stated in section 5(a) and no additional payment shall be made under this Contract.

e. **(OPTIONAL, use if contract will cross bienniums)** Biennial Closures: In accordance with biennial closing procedures, the Contractor must submit all invoices and/or billings for services or material supplied under this Contract through June 30, 19__, for payment no later than July 10, 19__, to the WDFW. Should the Contractor fail to comply with this request, a considerable delay in payment may result.

6. **(OPTIONAL, if federal dollars involved)** Federal Subcontract: When the WDFW is passing federal funds to the Contractor, the Contractor will be considered a "sub-recipient."

Sub-recipient shall:

a. Adhere to the Federal Office of Management & Budget (OMB) Circular A-128 and other applicable federal and State regulations;

b. Provide access to independent auditors to its financial records.

The Contractor may obtain a copy of the federal agreement governing this Contract by contacting the WDFW Project Coordinator.

7. Acceptance: Progress payments shall become due and payable to the Contractor upon completion of each deliverable by the Contractor, and acceptance by the WDFW. If a deliverable is not acceptable to WDFW, the WDFW shall within ten (10) working days from receipt, notify the Contractor in writing of the nature of defects in the deliverable and any proposed remedy. The Contractor shall respond to this notice in writing within ten (10) working days specifying action to be taken so as to permit acceptance by the WDFW.

NOTE: Insurance limits identified below should be reviewed for sufficiency based on the risks to the agency. When you analyze the service(s) provided by the contractor, evaluate the exposures to financial loss that could affect WDFW. IF you believe each occurrence or aggregate limits are not sufficient or too excessive, please contact the WDFW Contracts Officer, or in the absence of, the WDFW Deputy Contracts Officer.

Drafter of contract - - Please delete this note after reading.

8. General Insurance Requirements:

Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at Widow's option.

All insurance shall be issued by companies admitted to do business in the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by WDFW. Any exception must be reviewed and approved by the WDFW Contracts Officer or in the absence of, the WDFW Deputy Contracts Officer, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish WDFW, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the above **Contract number**, ATTN: Contracts Office, a description, and include the state of Washington, WDFW, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WDFW. Contractor waives all rights against the WDFW for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

WDFW shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

a. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the WDFW 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the WDFW shall be given 10 days advance notice of cancellation.

b. Insurers subject to Chapter 48.15 RCW (Surplus lines): The WDFW shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the WDFW shall be given 10 days advance notice of cancellation.

In lieu of the coverage required under this section, WDFW at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the WDFW, that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverage.

WDFW may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, WDFW does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to WDFW in this contract.

The limits of insurance, which may be increased by WDFW, as deemed necessary, shall not be less than as follows:

8.1 Commercial General Liability (CGL) Insurance:

Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the WDFW, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

8.2 Employers Liability (Stop Gap) Insurance:

If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the WDFW, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

8.3 Business Auto Policy (BAP) Insurance:

Contractor shall maintain business auto liability and, if deemed necessary as determined by the WDFW, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against WDFW for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

8.4 Workers' Compensation Insurance:

Contractor shall comply with all state of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against the WDFW for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify WDFW for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where WDFW incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of

effecting coverage on behalf of such employees. Any amount owed to WDFW by Contractor pursuant to the indemnity may be deducted from any payments owed by WDFW to Contractor for performance of this Contract.

8.5 Professional Liability Insurance:

Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors' rendering or failing to render professional services.

Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

9. Project Coordinator:

The Project Coordinator for the Contractor is:

[provide name & telephone number]

The Project Coordinator for the WDFW is:

[provide name & telephone number]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

WASHINGTON DEPARTMENT
OF FISH AND WILDLIFE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY THE
ASSISTANT ATTORNEY GENERAL
ON 09/29/97

GENERAL TERMS AND CONDITIONS

1. **Identification:** The Contract number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Contract.
2. **Independent Capacity of Contractor:** The Contractor and its employees or agents performing under this Contract are not employees or agents of the WDFW. The Contractor will not represent itself nor claim to be an officer or employee of the WDFW or of the state of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to an employee under Washington law.
3. **Deductions:** The WDFW shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees or deductions of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.
4. **Retention of Records:** The Contractor shall maintain books, records, documents and other materials which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the WDFW, and State or federal officials so authorized by law, rule, regulation or contract. The Contractor will retain these materials for six (6) years after settlement or termination.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
5. **Right of Inspection:** The Contractor shall provide right of access to its facilities to the WDFW, any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
6. **Treatment of Assets:** Title to all property furnished by the WDFW shall remain property of the WDFW. Title to all property furnished by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the WDFW upon delivery of such property by the Contractor.

Any property of the WDFW furnished to the Contractor shall, unless otherwise provided herein or approved by the WDFW, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the WDFW which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices. Upon loss or destruction of, or damage to, any WDFW property, the Contractor shall notify the WDFW thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the WDFW all property of the WDFW prior to settlement upon completion, termination or cancellation of this Contract.

7. Close-out: The Contractor must submit all requests for reimbursement for work performed under this Contract to the WDFW so that they are received no later than thirty (30) days following the termination of this Contract. If an earlier date is specified in this Contract, the earlier date shall take precedence.

8. Non-Discrimination: During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the WDFW.

9. Assignability: This Contract, and any claim arising under this Contract, is not assignable or delegable by the Contractor either in whole or in part.

10. Subcontracting: The Contractor shall not enter into subcontracts for any of the work contemplated under this Contract without prior written approval of the WDFW. Under the provisions of chapter 433, Laws of 1993, subcontracts authorized by the WDFW may require WDFW to pre-approve the Contractor's competitive process for subcontracting. Subcontracts requiring such preapproval by the WDFW shall also require WDFW to approve of the subcontractor prior to the subcontractor being hired.

11. Changes/Extras: The WDFW may at any time, by written order, make changes within the general scope of this Contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by the WDFW Project Coordinator. No extension of time because of changes or extras will be allowed, unless such extension has been authorized by the WDFW Project Coordinator.

No contract work shall be commenced nor any payment rendered for any work or services to be performed in connection with this Contract until a contract amendment has been signed by both parties.

12. Disputes: Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the WDFW's Project Coordinator who shall reduce his/her decision to writing and furnish a signed copy to the Contractor. The decision of the Project Coordinator shall be final and conclusive unless, within thirty (30) days from the receipt of such copy, the Contractor mails or otherwise furnishes to the Project Coordinator a written appeal. The appeal will be decided by a WDFW Deputy Supervisor. The decision of the Deputy Supervisor, or duly authorized representative, for the determination of such appeals shall be final and conclusive.

The Contractor does not hereby waive any right to seek review of the WDFW's decision. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. However, such further review shall be sought only in the Superior Court of Thurston County. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision rendered by WDFW.

13. Conflict of Interest: The WDFW may, by written notice to the Contractor, terminate this Contract if it is found that there is a violation of the State Ethics Law, chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the WDFW shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The rights and remedies of the WDFW provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

14. Termination of Contract for Cause: The WDFW may terminate this Contract in whole, or in part, at any time after thirty (30) days' notice whenever it is determined that the Contractor has failed to comply with the terms and conditions of the Contract. The WDFW shall promptly notify the Contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

15. Termination for Funding Reasons: The WDFW may unilaterally terminate this Contract in the event that funding from federal, State or other sources becomes no longer available to the WDFW, or is not allocated for the purpose of meeting the WDFW's obligation hereunder. Such action is effective when the WDFW sends written notification of termination.

16. Termination for Convenience: The WDFW may terminate this Contract in whole or in part by giving fifteen (15) days' written notice to the Contractor when it is in the best interest of the WDFW. If this Contract is so terminated, the WDFW shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

17. Hold Harmless and Indemnification: To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless WDFW, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless WDFW for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless WDFW shall not be eliminated or reduced by any actual or alleged concurrent negligence of WDFW or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless WDFW and its officials, agents or employees.

18. Publication Rights, and Rights to Data, Patents and Inventions: The Contractor shall not publish any of the results of the contract work without the advance written permission of the WDFW. Said requests will not be unreasonably withheld and will be answered within thirty (30) days of receipt of said request by the WDFW.

Unless otherwise provided, data which originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the WDFW. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Contract, but which does not originate therefrom, shall be transferred to the WDFW with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant a license.

In accordance with Chapter 39.29 RCW, Contractor shall not charge additional costs to the WDFW, the Joint Legislative Audit and Review Committee (JLARC) or the Office of the State Auditor for access to data generated under this contract. Contractor shall provide access to data generated under this contract to the WDFW, the Joint Legislative Audit and Review Committee (JLARC), and the Office of the State Auditor during the term of this Contract and thereafter. For purposes of this section, "data" includes all information that supports the findings, conclusions,

and recommendations of the contractor's reports, including computer models and the methodology for those models.

19. Licensing, Accreditation and Registration: The Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. Confidentiality: Contractor shall not disclose to any third party any proprietary or confidential information received from the WDFW, or acquired during the course of work under this Contract and shall not use for its own benefit or that of others, any such information, whether developed in the course of this Contract or derived from the WDFW, except as may be authorized by the WDFW in writing. All information developed in the performance of this Contract shall be considered the WDFW's proprietary information.

21. Governing Law: This Contract shall be governed by the laws of the state of Washington. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and State statutes and regulations;
- b. The Special Terms and Conditions as contained in the main contract instrument;
- c. The General Terms and Conditions contained in this Attachment A;
- d. Any Statement of Work attached hereto and incorporated by reference herein;
and
- e. Any other provisions or attachments of the Contract whether incorporated by reference or otherwise.

22. Jurisdiction/Venue: This Contract shall be construed and interpreted under the laws of the state of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County. The Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

23. Waiver: A failure by the WDFW to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the WDFW and attached to the original Contract.

24. Entire Contract: This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Contract.

25. Severability: If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

Management Proposal, Attachment 1
PRIMARY INSTRUCTOR QUALIFICATION WORKSHEET

Name:	
Address:	
Phone:	<u>Work</u> <u>Home</u> <u>Cell</u>
Email:	

Primary Instructor Oil Spill Experience

Must have been employed during 5 oil spill events for the purpose of searching for and collecting and/or rehabilitating oiled wildlife, which must include marine birds. Employment must have been as part of an Incident Command System, at the level of supervisor, team leader or above, and for a period of not less than 48 hours for each event claimed. Additional points will be given for up to 10 additional qualifying events.

#	Spill Event	Mo/Yr	Hours Worked	Employer	Job Title
1					
2					
3					
4					
5					

Agency Use

Additional Spill Experience

	Spill Event	Mo/Yr	Hours Worked	Employer	Job Title
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Agency Use

Agency Use

Name:

Primary Instructor Training Experience

Must have been employed as the primary instructor in both classroom and field training for adults in at least 5 training events. The instructor must have provided a minimum of 4 hours instruction for each event listed below. Additional points will be given for up to 10 additional qualifying events.

#	Training Event	Mo/Yr	Hours Instructed	Employer	Agency Use
1					
2					
3					
4					
5					

Additional Instructor Experience

	Training Event	Mo/Yr	Hours Instructed	Employer	Agency Use
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

HAZWOPER Certification at Contract Signing

Certification Type	YES	NO
24 hour Required		
40 Hour Optional		

Agency Use

HAZWOPER INSTRUCTOR QUALIFICATION WORKSHEET

Name:	
Address:	
Phone:	<u>Work</u> <u>Home</u> <u>Cell</u>
Email:	

40 Hour HAZWOPER Certification Required at Contract Signing

YES NO

40-hour HAZWOPER Certification			
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Must have been employed at the level of supervisor, team leader, or above as part of an Incident Command System (ICS) during at least 5 oil spill events. For each of the events listed below, the individual must have been employed at or above the level specified for at least 48 hours. Additional points will be given for up to 10 additional qualifying events.

#	Spill Event	Mo/Yr	Hours Worked	Employer	Job Title	
1						Agency Use
2						
3						
4						
5						

Additional Spill Experience

	Spill Event	Mo/Yr	Hours Worked	Employer	Job Title	
1						Agency Use
2						
3						
4						
5						
6						
7						
8						
9						
10						

Agency Use

Name:

Must have served as an instructor in at least 1 (HAZWOPER) training event. To qualify, the individual must have been the principal Instructor for at least 4 hours of the 8 hours required for “post-emergency response personnel”, or above. Additional points will be given for up to 10 additional qualifying events.

	Level of HAZWOPER Training Provided	Mo/Yr	Hours Instructed	Employer
1				

Agency Use

Additional HAZWOPER Instruction

	Level of HAZWOPER Training Provided	Mo/Yr	Hours Instructed	Employer
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Agency Use

Agency Use

CHECKLIST FOR RESPONSIVENESS
Request for Qualifications and Quotations #04-0007

- ☐ Proposal to be submitted by or before May 2, 2005.
- ☐ Send six (6) copies of the proposal--one (1) original, five (5) copies.
- ☐ The Letter of Submittal and the Certifications and Assurances are signed by an individual authorized to bind the proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership or the sole proprietor.
- ☐ Proposal is formatted into three sections:
 - Letter of Submittal
 - Management Proposal and Management Proposal – Attachment 1
 - Cost Proposal.
- ☐ Proposal demonstrates that the proposer is capable/responsible to provide the services.
- ☐ Management Proposal is essentially responsive to core requirements of the RFQQ.
- ☐ Proposal provides at least 60 days for acceptance of its terms from the due date of proposals.
- ☐ The proposal states that a "Certificate of Insurance" will be provided as a condition of award.